

COPY

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10
11 Attorneys for Defendant
12 CHASE BANK USA, N.A., erroneously sued
13 herein as JPMORGAN CHASE BANK

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA

16 ARSEN SHAMOYAN,

17 Plaintiff,

18 v.

19 JPMORGAN CHASE BANK,

20 Defendant.

21 CHASE BANK USA, N.A.,

22 Counterclaimant,

23 v.

24 ARSEN SHAMOYAN,

25 Counterdefendant.

26 Case No. CV10-4338 RSWL (SSx)

27 COUNTERCLAIM OF CHASE
28 BANK USA, N.A.'S AGAINST
ARSEN SHAMOYAN

Ropers Majeski Kohn & Bentley
A Professional Corporation
San Francisco

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CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

29 Chase Bank USA, N.A. ("Chase"), a national banking association,
30 counterclaims against counter-defendant ARSEN SHAMOYAN, as follows:

31 **JURISDICTION AND VENUE**

32 1. This is a compulsory counterclaim to the complaint herein.

33 Jurisdiction is founded upon supplemental jurisdiction pursuant to 28 U.S.C. §
34 1367(a).

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FIRST CLAIM FOR RELIEF

(Breach of Contract)

2. Counter-defendant Arsen Shamoyan is a resident of this district and is
4 plaintiff in the above-entitled action.

5. Counterclaimant Chase Bank USA, N.A. is a national banking
6 association with its main office in the State of Delaware.

7. On or about May 20, 2005, counter-defendant applied for and was
8 issued a Chase credit card account (the "Account") which was governed by a
9 cardmember agreement (the "Agreement"). Pursuant to the Agreement, counter-
10 defendant agreed to pay Chase for all purchases made by, and cash advances
11 obtained by, counter-defendant through use of his Chase Account; finance charges
12 accruing on the Account; and late payment, returned payment, overlimit and annual
13 membership fees.

14. The Agreement also contains a provision pursuant to which counter-
15 defendant agreed to pay Chase's collection costs, including attorneys fees, court
16 costs and all other expenses in the event that counter-defendant was in default
17 because of a failure to make payment on the Account.

18. Counter-defendant has failed or refused to make all of the payments
19 required under the Agreement, and there remains an unpaid balance under the
20 Agreement in the amount of \$3,234.76. Wherefore, Chase Bank USA, N.A. prays
21 for judgment as indicated below.

SECOND CLAIM FOR RELIEF

(Money Had and Received)

24. Chase hereby incorporates as if fully set forth the allegations contained
25 in paragraphs 1 through 7 above.

26. Within the last two years, cross-defendant became indebted to Chase
27 in the amount of \$3,234.76 for money had and received.

28. WHEREFORE, Chase Bank USA, N.A. prays for judgment as follows:

1. For damages in the amount of \$3,234.76 plus interest pursuant to the Agreement at the rate of 29.99% per annum from March 31, 2010, to the date a judgment is rendered for Chase Bank on this counterclaim;
2. For its costs and attorneys fees as provided for in the Agreement; and
3. For such other and further relief as the Court deems proper.

Dated: June 25, 2010

ROPER, MAJESKI, KOHN & BENTLEY

By: 
GEORGE G. WEICKHARDT
WENDY C. KROG
Attorneys for Defendant
CHASE BANK USA, N.A., erroneously
sued herein as JPMORGAN CHASE
BANK

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